

Labor and Industries  
Workers' Compensation File Information  
Enrollment Coordinators  
PO Box 44100  
Olympia WA 98504-4100



## **WORKERS COMPENSATION FILE INFORMATION CONTRACT**

### **DATA CONFIDENTIALITY AGREEMENT FOR LIMITED ON-LINE ACCESS TO L&I'S WORKERS' COMPENSATION FILE INFORMATION**

The individual and/or firm identified below has requested limited on-line access to the Department of Labor & Industries' (L&I) computer database for the individual's or his/her firm's workers' compensation file-related data. Pursuant to Title 51 RCW, L&I grants to said individual and/or firm and the authorized employees, associates, agents, or contractors of the individual and/or firm such limited access, provided that said individual/firm complete and sign this Certification and Assurance and comply with the following terms and conditions.

#### **CERTIFICATIONS AND ASSURANCES**

1. I/we certify that I and my/my firm's employees, associates, agents, or contractors who have authorized access to L&I's computer database/application as granted here will maintain as confidential all material and information we have access to. Such material and information include, but are not limited to, workers' compensation file information, computer data information, computer-oriented systems (LINIIS, etc.), systems-related data, software, research/study findings and recommendations, financial affairs, passwords, access codes, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, or law enforcement records.
2. I/we will protect the data, records or information granted to me/us from unauthorized use, transfer, sale, disclosure, alteration, or destruction whether accidental or intentional. I/we shall not disclose such data, records or information to other persons without the written consent of the Supervisor of Industrial Insurance within L&I, except as may be required by law. I/we agree to utilize reasonable security procedures and protections designed to assure that confidential information is not disclosed to persons other than my/our authorized employees, associates, agents or contractors. These authorized parties also agree to such confidentiality requirements and have signed the Data Sensitivity Agreement (Attachment A) or a nondisclosure agreement, the terms of which have been previously approved by L&I. These security procedures are subject to audit by L&I and/or the Washington State Auditor's Office.
3. I/we agree that immediately upon expiration or termination of my/our access to the workers' compensation file information granted herein, at L&I's option, I/we will: (i) certify to L&I that I/we have destroyed all confidential information, or (ii) return all confidential information to L&I; or (iii) take whatever other steps L&I requires of me/us to protect L&I's confidential information.
4. I/we understand that L&I will maintain a log documenting my/our real time usage of the workers' compensation file information.

5. I/we understand and acknowledge that my/our limited on-line access to L&I's workers' compensation file information, if granted, is at the sole discretion of L&I and such access may be modified, suspended, or terminated at any time by L&I.
6. I/we will adhere to the following computer security practices:
  - A. Avoid using easily guessed passwords or passwords that have a personal meaning, e.g., a spouse's or child's name. Combinations of letters, numbers and special characters are best.
  - B. Protect passwords and access codes from disclosure. Protect the confidentiality of the authentication procedures or standards and other electronic data processing security procedures required by L&I.
  - C. Be responsible for any actions taken or messages sent which use my authentication identifier. I will not allow any other person to use my authentication identifier.
  - D. Log off or lock my computer terminal before leaving it.
  - E. Report any instance that appears to compromise data security or confidentiality to the Supervisor of Industrial Insurance within L&I.
7. I/we will be responsible for and maintain my/our own electronic equipment necessary to allow computer link-up with L&I's computer database/application containing the workers' compensation file information. I/we also will be responsible for my/our own connectivity to the Internet and all costs associated with and payments to my/our Internet Service Provider (ISP) for Internet services received in connection with this limited on-line access.
8. I/we acknowledge that L&I's computer database/application containing the workers' compensation file information and the content, code, data, records, and/or information contained within this database/application are the proprietary property of L&I. I/we claim no ownership rights to the database, application or the content, code, data, records, and/or information contained within the L&I database or application.
9. I/we agree to defend, protect and hold harmless L&I from and against any and all claims, suits, and/or actions arising from any negligent or intentional act or omission of my/our or my/our employees, associates, agents, or contractors in connection with my/our access to L&I's computer database/application and my/our use or interpretation of the data, records, or information contained in the database/application.
10. I/we understand that I/we have exclusive control and discretion over my/our use or interpretation of the data, records, or information which I/we are granted access to here and that L&I shall not assume any responsibility or liability of any kind arising out of my/our use or interpretation of the data, records, or information.
11. I/we understand that the records or information which I am/we are granted access here represent a compilation or collection of data from various sources believed to be truthful and/or reliable, and that L&I has not made and will not make any warranties as to the accuracy or validity of such records or information.
12. I/we understand and acknowledge that L&I makes no other warranties or representations, express or implied, including, but not limited to, the implied warranty of merchantability and/or fitness for a particular purpose with respect to the data, records, or information contained in L&I's computer database/application to which I/we are granted limited access.

13. I/we will appoint an individual within my firm as the Agreement Manager to serve as our contact for L&I on all issues in association with the limited on-line access. The name, telephone number, and e-mail address of said individual are provided below. I/we acknowledge that L&I has assigned the Program Manager of Employer Services, Insurance Services Division of L&I or his/her designee to be our contact within L&I, and the Program Manager may give written or oral instructions to me or my firm concerning any issues associated with my/our access to L&I's computer database/application.
14. I/we agree to notify L&I (by contacting L&I Insurance Services Enrollment Coordinator) as soon as I/we no longer have the need or desire to have on-line access to the L&I's computer database/application for data relevant to my/our or my/our firm's workers' compensation file information.
15. I/we will participate in and/or respond without charge to L&I questions and surveys regarding my/our limited on-line access and its associated services as granted here.
16. I/we will ensure that my/our employees, associates, agents or contractors who are granted limited on-line access to L&I's computer database/application under my/our auspices understand and are fully briefed on terms and conditions as specified herein. This includes, but is not limited to, the confidentiality and sensitivity of all records and/or information accessed and the consequences for unauthorized disclosure or misuse of the records and/or information. I/we will document this briefing process, including requiring each such employee, associate, agent or contractor to acknowledge in writing his/her understanding of the terms and conditions as specified herein. I/we will maintain such documentation from the beginning until six (6) years after the termination of my/our access to L&I's computer database/application. I/we understand and agree to promptly furnish this documentation or record to L&I and/or the Washington State Auditor's Office for review and/or audit upon request.
17. I/we understand that violation of any term herein by me/us or my/our firm's authorized employees, associates, agents, or contractors may result in termination of my/our on-line access to the workers' compensation file information in L&I's computer database/application and/or subject me/us to monetary, civil and/or criminal penalties.

By signing below I/we warrant that I/we have read all the terms of this Certifications and Assurances and I/we understand and agree to be bound by the terms herein; and I/we have the authority to execute this Certifications and Assurances.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

INFORMATION ABOUT REQUESTER'S FIRM	
Legal business name of firm:	
Business mailing address:	
UBI #:	
Federal ID #:	
L&I Account #:	
Business Phone #:	
Name of Agreement Manager	
Phone # of Agreement Manager	
E-mail address of Agreement Manager	

I/we are requesting limited on-line access to the relevant workers' compensation file information in L&I's computer database/application as (*please check the appropriate box(es)*):

- ☐ An employer or Employer Third-party Administrator
- ☐ A health care service provider
- ☐ A Retrospective Rating Program Enrollee or Retrospective Rating Program Third-party Administrator
- ☐ Legal representative/attorney for injured workers/industrial insurance claimants

**NOTE:** Please contact L&I Insurance Services Enrollment Coordinator at (360) 902-5999 or send e-mail to [EEAP@lni.wa.gov](mailto:EEAP@lni.wa.gov) for questions or information regarding this limited access to L&I's computer database/application.

Approval As To Form

Approval as to form 12/15/00

Penny Allen, AAG                      Date

# ATTACHMENT A

## Data Sensitivity Agreement

I certify that as an employee, associate, agent or contractor being granted access to the Department of Labor & Industries' (L&I) computer database/application under the auspices of the firm identified below, I will maintain as confidential all material and information I have access to including, but not limited to, workers' compensation file information, computer data information, computer-oriented systems (LINIIS, etc.), systems-related data, software, research/study findings and recommendations, financial affairs, passwords, access codes, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, or law enforcement records. I will protect such material or information from unauthorized use, disclosure, alteration, or destruction whether accidental or intentional. I will not disclose such data, records or information to other persons without the written consent of the Supervisor of Industrial Insurance within L&I, except as may be required by law.

I understand that my authorized access to L&I's computer database/application may be reviewed, updated or revoked at any time by L&I.

I/we understand that L&I will maintain a log documenting my/our real time usage of the workers' compensation file information.

I will adhere to the following computer security practices:

1. Avoid using easily guessed passwords or passwords that have a personal meaning, e.g., a spouse's or child's name. Combinations of letters, numbers and special characters are best.
2. Protect passwords and access codes from disclosure. Protect the confidentiality of the authentication procedures or standards and other electronic data processing security procedures required by L&I.
3. Be responsible for any actions taken or messages sent which use my authentication identifier. I will not allow any other person to use my authentication identifier.
4. Log off or lock my computer terminal before leaving it.
5. Report any instance that appears to compromise data security or confidentiality to the Supervisor of Industrial Insurance within L&I.

I understand that violation of any term herein by me or my/our firm's employees, associates, agents, or contractors may result in termination of my/our on-line access to the workers' compensation file information in L&I's computer database/application and/or subject me/us to monetary, civil and/or criminal penalties.

Signature of authorized individual:	Signature of Agreement Manager:
Name of authorized individual:	Name of Agreement Manager:
Title / Position / Relationship to firm:	Agreement Manager Phone Number:
Legal business name of firm:	
Date:	Date: